

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Richard L. Levine
Jacqueline Marcus

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	: Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	: 08-13555 (JMP)
Debtors.	: (Jointly Administered)
	:
	:
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**NOTICE OF PRESENTMENT OF STIPULATION AND
AGREED ORDER TERMINATING OPEN TRADE CONFIRMATIONS**

PLEASE TAKE NOTICE that the undersigned will present the annexed Stipulation and Agreed Order (the "Stipulation") between Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors in the above referenced Chapter 11 cases on the one hand, including Lehman Commercial Paper Inc. ("LCPI") as debtors and debtors-in-possession, (together, the "Debtors"), and Blue Mountain Credit Alternatives Master Fund L.P. ("BMCA") and its respective affiliates and subsidiaries, on the other, to the Honorable James M. Peck, United States Bankruptcy Judge, for signature on **June 9, 2009 at 12:00 noon (Prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that unless a written objection to the proposed Stipulation, with proof of service, is served and filed with the Clerk of the Court and a courtesy copy is delivered to the Bankruptcy Judge's chambers and the undersigned so as to be received by **June 8, 2009 at 11:00 a.m. (Prevailing Eastern Time)**, there will not be a hearing and the Stipulation may be signed.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely served and filed, a hearing (the "Hearing") will be held to consider the Stipulation on **June 24, 2009 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable James M. Peck, United States Bankruptcy Judge, at the United States Bankruptcy Court, Alexander Hamilton Customs House, Courtroom 601, One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted or denied upon default.

Dated: June 1, 2009

New York, New York

/s/ Jacqueline Marcus

Richard L. Levine

Jacqueline Marcus

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**STIPULATION AND AGREED ORDER
TERMINATING OPEN TRADE CONFIRMATIONS**

TO THE HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE:

This Stipulation and Agreed Order (this “Stipulation”) is entered into by and between Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors in the above-referenced chapter 11 cases, including Lehman Commercial Paper Inc. (“LCPI”), as debtors and debtors in possession (together, the “Debtors”), and Blue Mountain Credit Alternatives Master Fund L.P (“BMCA”).

RECITALS

A. On September 15, 2008 and periodically thereafter (as applicable, the “Commencement Date”), the Debtors commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors are authorized to

operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Prior to the Commencement Date, the Debtors were active in the secondary loan market. In this capacity, the Debtors purchased and sold both par and distressed commercial loans.

C. The Debtors' prepetition trades were reflected in various oral and written confirmations (the "Trade Confirmations"). Generally, each Trade Confirmation represented a binding agreement to purchase or sell a position in par or distressed loans at an agreed price. However, the ensuing transaction was not consummated and settled until both counterparties executed formal transfer documentation and the purchaser tendered payment.

D. As of the Commencement Date, the Debtors had entered into, but had not yet consummated and settled, hundreds of Trade Confirmations (the "Open Trade Confirmations"). The Debtors contend that these Open Trade Confirmations are executory contracts subject to assumption or rejection under section 365 of the Bankruptcy Code.

E. On November 14, 2008, the Debtors filed a Motion for an Order Pursuant to Section 365 of the Bankruptcy Code Approving the Assumption or Rejection of Open Trade Confirmations [Docket No. 1541] (the "Open Trades Motion"), in which the Debtors designated most Open Trade Confirmations for assumption, rejection or modification.

F. In the Open Trades Motion, the Debtors designated for assumption two Open Trade Confirmations, dated June 19, 2008 and June 26, 2008, between LBHI and BMCA for the sale of debt of General Motors Corporation (collectively, the "BMCA Trades"). See Exhibit A to the Open Trades Motion, page 2.

G. By objection, dated November 28, 2008 (the “BMCA Objection”), BMCA objected to LBHI’s assumption of the BMCA Trades based upon its contention that the trades had been terminated pre-petition. Since that time, BMCA and LBHI have been participating in discovery relating to the BMCA Trades and the BMCA Objection.

H. The Debtors and BMCA (the “Parties”) have agreed to resolve the BMCA Objection as follows:

AGREED ORDER

IT IS HEREBY AGREED AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:

1. The BMCA Trades are hereby terminated and the rights and obligations of the Parties thereunder are hereby finally and fully extinguished, notwithstanding any provision in any agreement related to the BMCA Trades that provides for any term or condition to survive the termination or cancellation thereof. The Parties agree that this Stipulation shall constitute or waive any termination notice or provision under any agreement related to the BMCA Trades.

2. For the avoidance of doubt, this Stipulation is not a rejection of the BMCA Trades and BMCA shall not be entitled to file any claim against the Debtors relating to breach or rejection of the BMCA Trades.

3. Upon court approval hereof, the BMCA Objection shall be deemed withdrawn, with prejudice.

4. Each Party generally releases and discharges each other Party from all causes of action, judgments, damages, costs, expenses, and claims of every kind, nature, and character arising under or related to the BMCA Trades, their negotiation, execution, performance, any breaches thereof, or their termination.

5. Each person who executes this Stipulation on behalf of a party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such party.

6. This Stipulation constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

7. The Court shall retain jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

8. This Stipulation shall be governed by the laws of the State of New York, without regard to the application of New York's conflict of law principles.

9. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. If this Stipulation is not approved by the Court, it shall be deemed null and void and shall not be referred to or used for any purpose by any of the Parties hereto or any of the other parties in the Debtors' chapter 11 cases. In such event, the Parties shall retain their respective rights regarding the BMCA Trades. For the avoidance of doubt, this Stipulation is not, and shall not be argued to be, an admission by BMCA that the BMCA Trades were not terminated pre-petition.

Dated: June 1, 2009

LOWENSTEIN SANDLER PC

/s/ Sheila Sadighi
Sheila Sadighi

1211 Avenue of the Americas
New York, New York 10036
Telephone (212)596-9000
Facsimile: (212)596-9090

Attorneys for BlueMountain Credit
Alternatives Master Fund, L.P.

WEIL, GOTSHAL & MANGES LLP

/s/ Jacqueline Marcus
Richard L. Levine
Jacqueline Marcus

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Dated: _____, 2009
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UNITED STATES BANKRUPTCY JUDGE